

1 PAUL L. REIN, State Bar No. 43053  
2 CELIA MCGUINNESS, State Bar No. 159420  
3 CATHERINE CABALO, State Bar No. 248198  
4 LAW OFFICES OF PAUL L. REIN  
5 200 Lakeside Drive, Suite A  
6 Oakland, CA 94612  
7 Telephone: (510) 832-5001  
8 Facsimile: (510) 832-4787  
9 [reinlawoffice@aol.com](mailto:reinlawoffice@aol.com)

10 Attorneys for Plaintiffs  
11 QUAIS AMIN and ANTONIO QUISTIAN

12 \* *Defendants' counsel listed after the caption*

13 UNITED STATES DISTRICT COURT  
14 FOR THE NORTHERN DISTRICT OF CALIFORNIA

15 QUAIS AMIN and ANTONIO  
16 QUISTIAN,

17 Plaintiffs,

18 v.

19 INFUSION LOUNGE; C & L  
20 ASSOCIATES, INC. dba INFUSION  
21 LOUNGE; CHL INTERNATIONAL  
22 ASSOCIATES, INC.; C-TWO  
23 GROUP, INC.; SCOTT CAROEN; and  
24 DOES 1-10, Inclusive,

25 Defendants.

Case No. C12-01031 DMR

Civil Rights

**CONSENT DECREE AND  
~~PROPOSED~~ ORDER AS TO  
INJUNCTIVE RELIEF ONLY**

26 MANNING & KASS, ELLROD,  
27 RAMIREZ, TRESTER LLP  
28 RICHARD G. GARCIA, ESQ. (State Bar No. 198185)  
One California Street, Suite 1100  
San Francisco, CA 94111  
Telephone: 415/217-6990  
Facsimile: 415/217-6999  
[rgg@manningllp.com](mailto:rgg@manningllp.com)

Attorneys for Defendants

INFUSION LOUNGE; C & L ASSOCIATES,  
INC. dba INFUSION LOUNGE; CHL  
INTERNATIONAL ASSOCIATES, INC.;  
C-TWO GROUP, INC.; and SCOTT CAROEN

CONSENT DECREE & ORDER

AS TO INJUNCTIVE RELIEF ONLY

Case No. C12-1031 DMR

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1           1.       Plaintiffs QUAIS AMIN and ANTONIO QUISTIAN filed a  
2 Complaint in this action on February 29, 2012 to obtain recovery of damages for  
3 their discriminatory experiences, denial of access, and denial of their civil rights,  
4 and to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"),  
5 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws against Defendants  
6 C&L ASSOCIATES, INC. dba INFUSION LOUNGE; CHL INTERNATIONAL  
7 ASSOCIATES, INC.; C-TWO GROUP, INC.; and SCOTT CAROEN (all  
8 defendants sometimes referred to as "Defendants"), relating to the condition of  
9 Defendants' public accommodations as of September 17, 2011, and continuing.  
10 Plaintiffs have alleged that Defendants violated Title III of the ADA and sections  
11 51, 52, 54, 54.1, 54.3, and 55 of the California Civil Code, and sections 19955 *et*  
12 *seq.* of the California Health & Safety Code by failing to provide full and equal  
13 access to their facilities at 124 Ellis Street, San Francisco, California.

14           2.       Plaintiffs and Defendants (together sometimes the "Parties") hereby  
15 enter into this Consent Decree and Order for the purpose of resolving injunctive  
16 relief aspects of this lawsuit without the need for protracted litigation. Issues of  
17 damages and attorneys' fees, costs, and expenses will be the subject of further  
18 negotiations and litigation if necessary.

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26 **JURISDICTION:**  
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3. The Parties to this Consent Decree and Order agree that the Court has jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.* and pursuant to supplemental jurisdiction for alleged violations of California Health & Safety Code sections 19955 *et seq.*; Title 24, California Code of Regulations; and California Civil Code sections 51, 52, 54, 54.1, 54.3, and 55.

4. In order to avoid the costs, expense, and uncertainty of protracted litigation, the Parties to this Consent Decree and Order agree to entry of this Consent Decree and Order to resolve all claims regarding injunctive relief raised in the Complaint filed with this Court. Accordingly, the Parties agree to the entry of this Order without trial or further adjudication of any issues of fact or law concerning Plaintiffs' claims for injunctive relief.

WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to the Court's entry of this Consent Decree and Order, which provide as follows:

**SETTLEMENT OF INJUNCTIVE RELIEF:**

5. This Order shall be a full, complete, and final disposition and settlement of Plaintiffs' injunctive relief claims against Defendants that have arisen out of the subject Complaint.

6. The Parties agree and stipulate that the corrective work will be performed in compliance with the standards and specifications for disabled access as set forth in the California Code of Regulations, Title 24-2, and Americans with Disabilities Act Accessibility Guidelines, unless other standards are specifically agreed to in this Consent Decree and Order.

a) **Remedial Measures:** The corrective work agreed upon by the Parties is set forth in **Attachment A**, which is attached and incorporated herewith. Defendants also agree to the policy changes described in **Attachment B**. These policy changes will be implemented and enforced immediately upon the last Defendant's signature on this Consent Decree.

b) **Timing of Injunctive Relief:** Defendants will submit plans for all corrective work requiring permits to the appropriate governmental agencies within 15 days of the entry of this Consent Decree by the Court. Defendants will commence work within 20 days of receiving approval from the appropriate agencies. Defendants will complete all work by August 31, 2013. In the event that unforeseen difficulties prevent Defendants from completing any of the agreed-upon injunctive relief, Defendants or their counsel will notify Plaintiffs' counsel in writing within 5 days of discovering the delay. Plaintiffs will have thirty (30) days to investigate and meet and confer, and to approve the delay by stipulation or otherwise respond to Defendants' notice. If the Parties cannot reach agreement

1 regarding the delay within an additional fifteen days, Plaintiffs may seek  
2 enforcement by the Court. Defendants or their counsel will notify Plaintiffs'  
3 counsel when the corrective work is completed, and in any case will provide a  
4 status report to Plaintiffs' counsel no later than 90 days from the Parties' signing of  
5 this Consent Decree and Order.  
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7           c) Defendants will notify Plaintiffs in writing at the end of 90 days  
8 from the Parties' signing of this Consent Decree and Order as to the current status  
9 of agreed-to injunctive relief, and every 90 days thereafter until all access is  
10 provided. If Defendants fail to provide injunctive relief on the agreed upon  
11 timetable and/or fail to provide timely written status notification, and Plaintiffs file  
12 a motion with the Court to obtain compliance with these terms, Plaintiffs reserve  
13 the right to seek additional attorneys' fees for any compliance work necessitated by  
14 Defendants' failure to keep this agreement. If the Parties disagree, such fees shall  
15 be set by the Court.  
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21 **DAMAGES, ATTORNEYS' FEES, LITIGATION EXPENSES, AND**  
22 **COSTS:**

23           7. The Parties have not reached any agreement regarding Plaintiffs'  
24 claims for damages, attorneys' fees, litigation expenses, and costs. These matters  
25 will be the subject of future negotiation or litigation as necessary. The Parties  
26 jointly stipulate and request that the Court not dismiss the case in its entirety as  
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1 these issues remain unresolved.

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3 **ENTIRE CONSENT DECREE AND ORDER:**

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5 8. This Consent Decree and Order and **Attachments A** and **B** constitute  
6 the entire agreement between the signing Parties and no other statement, promise,  
7 or agreement, either written or oral, made by any of the Parties or agents of any of  
8 the Parties that is not contained in this written Consent Decree and Order, shall be  
9 enforceable regarding the matters described herein.  
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13 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND**  
14 **SUCCESSORS IN INTEREST:**

15 9. This Consent Decree and Order shall be binding on Plaintiffs,  
16 Defendants, and any successors-in-interest. Defendants have a duty to so notify all  
17 such successors-in-interest of the existence and terms of this Consent Decree and  
18 Order during the period of the Court's jurisdiction of this Consent Decree and  
19 Order.  
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22 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS**  
23 **TO INJUNCTIVE RELIEF ONLY:**

24 10. Each of the Parties to this Consent Decree and Order understands and  
25 agrees that there is a risk and possibility that, subsequent to the execution of this  
26 Consent Decree and Order, any or all of them will incur, suffer, or experience  
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1 some further loss or damage with respect to the lawsuit that is unknown or  
2 unanticipated at the time this Consent Decree and Order is signed. Except for all  
3 obligations required in this Consent Decree and Order, the Parties intend that this  
4 Consent Decree and Order apply to all such further loss with respect to the lawsuit,  
5 except those caused by the Parties subsequent to the execution of this Consent  
6 Decree and Order. Therefore, except for all obligations required in this Consent  
7 Decree and Order, this Consent Decree and Order shall apply to and cover any and  
8 all claims, demands, actions, and causes of action by the Parties to this Consent  
9 Decree with respect to the lawsuit, whether the same are known, unknown, or  
10 hereafter discovered or ascertained, and the provisions of Section 1542 of the  
11 California Civil Code are hereby expressly waived. Section 1542 provides as  
12 follows:  
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17 **A GENERAL RELEASE DOES NOT EXTEND TO**  
18 **CLAIMS WHICH THE CREDITOR DOES NOT**  
19 **KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
20 **FAVOR AT THE TIME OF EXECUTING THE**  
21 **RELEASE, WHICH IF KNOWN BY HIM OR HER**  
22 **MUST HAVE MATERIALLY AFFECTED HIS**  
23 **SETTLEMENT WITH THE DEBTOR.**

24 This waiver applies to the injunctive relief aspects of this action only and does not  
25 include resolution of Plaintiffs' claims for damages, attorneys' fees, litigation  
26 expenses, and costs.

27 11. Except for all obligations required in this Consent Decree and Order –  
28 and exclusive of the referenced continuing claims for damages, attorneys' fees,

1 litigation expenses, and costs – each of the Parties to this Consent Decree and  
2 Order, on behalf of each, their respective agents, representatives, predecessors,  
3 successors, heirs, partners, and assigns, releases and forever discharges each other  
4 Party and all officers, directors, shareholders, subsidiaries, joint venturers,  
5 stockholders, partners, parent companies, employees, agents, attorneys, insurance  
6 carriers, heirs, predecessors, and representatives of each other Party, from all  
7 claims, demands, actions, and causes of action of whatever kind or nature,  
8 presently known or unknown, arising out of or in any way connected with the  
9 lawsuit. Notwithstanding the foregoing, the Defendants do not waive or release,  
10 but instead explicitly preserve, their rights to seek contribution, apportionment,  
11 indemnification, and all other appropriate relief from each other in connection with  
12 this Lawsuit and settlement thereof.  
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18 **TERM OF THE CONSENT DECREE AND ORDER:**

19 12. This Consent Decree and Order shall be in full force and effect -- and  
20 the Court shall retain jurisdiction of this action to enforce provisions of this  
21 Consent Decree and Order -- for a period of eighteen (18) months after the date of  
22 entry of this Consent Decree and Order by the Court, or until the injunctive relief  
23 contemplated by this Order is completed, whichever occurs later.  
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**SEVERABILITY:**

13. If any term of this Consent Decree and Order is determined by any court to be unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in full force and effect.

**SIGNATORIES BIND PARTIES:**

14. Signatories on the behalf of the Parties represent that they are authorized to bind the Parties to this Consent Decree and Order. This Consent Decree and Order may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

**END OF PAGE.  
SIGNATURES CONTINUE ON THE NEXT PAGE AND ORDER IS AT  
THE END OF THE DOCUMENT.**

1 Dated: March 7, 2013

PLAINTIFF QUAIS AMIN

2  
3 /s/Quais Amin  
QUAIS AMIN

4  
5 Dated: March 7, 2013

PLAINTIFF ANTONIO QUISTIAN

6  
7 /s/Antonio Quistian  
ANTONIO QUISTIAN

8  
9  
10 Dated: March 7, 2012

DEFENDANT C&L ASSOCIATES, INC. dba  
INFUSION LOUNGE

11  
12 /s/Elizabeth Rosas  
13 Print name: ELIZABETH ROSAS  
14 Title: Representative

15  
16 Dated: March 7, 2013

DEFENDANT CHL INTERNATIONAL  
ASSOCIATES, INC.

17  
18 /s/Elizabeth Rosas  
19 Print name: ELIZABETH ROSAS  
20 Title: Representative

21  
22 Dated: March 7, 2013

DEFENDANT C - TWO GROUP, INC.

23  
24 /s/Elizabeth Rosas  
25 Print name: ELIZABETH ROSAS  
26 Title: Representative

1 Dated: March 7, 2013

DEFENDANT SCOTT CAROEN

2  
3  
4 /s/Scott Caroan  
SCOTT CAROEN

5 APPROVED AS TO FORM:

6  
7 DATED: March 7, 2013

LAW OFFICES OF PAUL L. REIN

8  
9 By: /s/Catherine Cabalo  
Catherine Cabalo, Esq.  
10 Attorneys for Plaintiffs  
QUAIS AMIN and ANTONIO QUISTIAN  
11

12  
13 DATED: March 7, 2013

**MANNING & KASS, ELLROD, RAMIREZ,  
TRESTER LLP**

14  
15 By: /s/Richard Garcia  
Richard G. Garcia, Esq.  
16 Attorneys for Defendants  
INFUSION LOUNGE; C & L ASSOCIATES,  
17 INC. dba INFUSION LOUNGE; CHL  
INTERNATIONAL ASSOCIATES, INC.;  
18 C-TWO GROUP, INC.; and SCOTT CAROEN  
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**ORDER**

Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.



Dated: \_\_O ctej '47a, 2013

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Honorable Donna M. Ryu  
United States Magistrate Judge